



# Arizona Department of Transportation

## Environmental & Enhancement Group

### MEMORANDUM

**To:** BILL HARMON, Safford District<sup>1</sup>  
PAUL DAVIS, Safford District<sup>1</sup>  
NATALIE CLARK, Tran Enh/Scenic Rds Section<sup>1</sup>  
HARI KHANNA, Prog & Proj Mgmt Section  
JOHN ECKHARDT, R/W Proj Mgmt Section  
BARRY CROCKETT, Contracts & Specs Section

**Date:** June 14, 2006

**From:** THOR ANDERSON  
Manager

**Subject:** Project # TEA-DGS-0(003)A  
TRACS # 0000 CH DGS SL484 01C  
Project Name Douglas RR Depot Fountain  
Restoration

The Environmental & Enhancement Group reviewed this project and has determined that it meets the criteria of a Group Two, Categorical Exclusion, in accordance with 23 CFR 771.117(d). The Categorical Exclusion document was approved by the Federal Highway Administration on June 12, 2006.

The City of Douglas will bid and administer the construction of this project.

In accordance with 23 CFR 771.129(c), the Environmental & Enhancement Group shall be consulted to determine whether this Categorical Exclusion remains valid for the referenced project prior to major approvals. These include environmental, design, right-of-way, and bid approvals.

If there is a change in the project scope or the project limits, the Environmental & Enhancement Group (Rebecca Miller / 602-712-7109) must be contacted to evaluate potential impacts.

This constitutes environmental approval.

**Please include the following mitigation measures in the project specifications. These mitigation measures are not subject to change without prior written approval from the Federal Highway Administration.**

#### Design Responsibilities

- The Community Floodplain Manager will be provided an opportunity to review and comment on the design plans.
- During Phase IV of the final design, the Arizona Department of Transportation project manager will contact the Arizona Department of Transportation Environmental & Enhancement Group hazardous materials coordinator (602.712.7768) to determine the need for additional site assessment.

#### City of Douglas Responsibilities

- All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction will be seeded using species native to the project vicinity.

- Traffic control will be in accordance with the most current *Manual on Uniform Traffic Control Devices for Streets and Highways*, published by the US Department of Transportation, Federal Highway Administration, including any revisions or additions, and/or associated provisions in the project plans, as determined by the City of Douglas during the certification acceptance or self-bid and administer process.
- Utilities work is not anticipated; however the City of Douglas will investigate utility involvement during project design.
- If suspected hazardous materials are encountered during construction, work shall cease at that location and the Engineer will be contacted to arrange for proper assessment, treatment, or disposal of those materials.
- The City of Douglas will fulfill the terms and stipulations of the attached Memorandum of Agreement to ensure that the construction of the project result in a finding of “no adverse effect”.
  - City of Douglas will submit all sets of plans to the Environmental & Enhancement Group, Historic Preservation Team of the ADOT for review, comment, and submittal to SHPO.
  - Rehabilitation of the El Paso and Southwestern train depot fountains must meet the Secretary of the Interior’s Standards for Treatment of Historic Properties as determined in consultation with the State Historic Preservation Office.
- If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources. The Engineer will contact the ADOT Environmental & Enhancement Group, Historic Preservation Team, at 602.712.7760, immediately, and make arrangements for proper treatment of those resources.

#### Contractor Responsibilities

- To prevent the introduction of invasive species, all earth-moving and hauling equipment shall be washed at the contractor’s storage facility prior to entering the construction site.
- To prevent the spread of invasive species to uncontaminated areas, all earth-moving and hauling equipment shall be washed at a designated location prior to leaving the construction site.
- All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction shall be seeded using species native to the project vicinity.
- If suspected hazardous materials are encountered during construction, work shall cease at that location and the Engineer will be contacted to arrange for proper assessment, treatment, or disposal of those materials.
- If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources. The Engineer will contact the ADOT Environmental & Enhancement Group, Historic Preservation Team, at 602.712.7760, immediately, and make arrangements for proper treatment of those resources.

TA:ram:cdlt

Attachment: SHPO/FHWA/ADOT/ City of Douglas Memorandum of Agreement

c: Steve Thomas, FHWA<sup>1</sup>  
Melissa Maiefski, EEG Tucson<sup>1</sup>

<sup>1</sup>Receive Clearance Memo and Environmental Document

MEMORANDUM OF AGREEMENT

RECEIVED

AMONG

OCT 30 2003

FEDERAL HIGHWAY ADMINISTRATION  
ARIZONA STATE HISTORIC PRESERVATION OFFICE  
ARIZONA DEPARTMENT OF TRANSPORTATION  
THE CITY OF DOUGLAS

ARIZONA STATE PARKS/S.H.P.O.

REGARDING THE CITY OF DOUGLAS EL PASO AND SOUTHWESTERN TRAIN  
DEPOT FOUNTAIN RESTORATION PROJECT

PROJECT NO. TEA-DGS-0(003)A  
TRACS NO. 0000-CH-DGS-SL484-01C  
COCHISE COUNTY, ARIZONA

**WHEREAS**, the City of Douglas proposes to rehabilitate two existing fountains on the grounds of the El Paso and Southwestern Train Depot in Douglas, Arizona, a federally-funded project in Cochise County, Arizona (hereafter referred to as "the project"); and

**WHEREAS**, the area of potential effect (APE) for the project is two existing historic water fountains on the grounds of the El Paso and Southwestern Train Depot, as well as any National Register listed or eligible property visible from the fountains; and

**WHEREAS**, project construction will occur on land owned by the City of Douglas and the City of Douglas has participated in consultation; and

**WHEREAS**, the Arizona Department of Transportation (ADOT) assists the Federal Highway Administration (FHWA) in the administration of Transportation Enhancement Funds and the development of plans that will be used in the City of Douglas, El Paso and Southwestern Train Depot Fountain Rehabilitation project; and

**WHEREAS**, ADOT, acting as agent for FHWA has participated in consultation and has been invited to be a signatory to this Memorandum of Agreement (Agreement); and

**WHEREAS**, ADOT intends to use the provisions of this Agreement to address the applicable requirements of the State Historic Preservation Act (ARS § 41-861 et. seq.); and

**WHEREAS**, any federal undertaking associated with the Project must consider the effect of its plans on the historic properties eligible for listing on the National Register of Historic Places (including new construction); and

**WHEREAS**, the FHWA has determined that the project would have an effect upon the El Paso and Southwestern Train Depot fountains, structures listed on the National Register of Historic Places as contributing elements of the historic El Paso and Southwestern Train Depot; and

**WHEREAS**, the FHWA has consulted with the Arizona State Historic Preservation Officer (SHPO), ADOT, and the City of Douglas in accordance with Section 106 of the National Historic Preservation Act [36 CFR § 800.6(b)(2)], to resolve the possible adverse effects of the Project on historic properties; and

**WHEREAS**, in their role as lead federal agency, FHWA has consulted with the Arizona SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) as revised in 2000; and

**WHEREAS**, SHPO is authorized to enter into this agreement in order to fulfill its role of advising and assisting Federal agencies in carrying out their Section 106 responsibilities under the following federal statutes: Sections 101 and 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, and pursuant to 36 CFR Part 800, regulations implementing Section 106, at 800.2(c)(1)(i) and 800.6(b); and

**WHEREAS**, SHPO is authorized to advise and assist federal and state agencies in carrying out their historic preservation responsibilities and cooperate with these agencies under A.R.S. § 41-511.04(D)(4); and

**NOW, THEREFORE**, all parties agree that upon FHWA's decision to proceed with the Project, FHWA shall ensure that the following stipulations are implemented in order to take into account the effects of the Project on historic properties, and that these stipulations shall govern the Project and all of its parts until this Agreement expires or is terminated.

### **Stipulations**

The FHWA, represented by ADOT, will ensure that the following measures are carried out.

1. New Construction

New construction within the APE must meet the Secretary of the Interior's Standards for Treatment of Historic Properties (36 CFR § 68), as determined in consultation with the SHPO.

2. Rehabilitation

Rehabilitation of El Paso and Southwestern Train Depot Fountains must meet the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (36 CFR § 68) as determined in consultation with the SHPO.

3. Review by SHPO

Upon receipt by ADOT, copies of the plans and related documents pertaining to this undertaking including the 30%, 60% and 95% draft construction documents, project assessments, design concept reports and cultural resources survey reports will be provided to the SHPO for review and comment.

4. Agreement Review

This Agreement will be reviewed by all parties to this Agreement 12 months from its ratification date to determine if any of the terms cannot be met or if a change is necessary.

If, at any time, any of the signatories to this Agreement determines that its terms cannot be met, that signatory will immediately request the other parties to consider an amendment or addendum to this Agreement. Such an amendment or addendum will be executed in the same manner as the original Agreement.

5. Objection by a Signatory or Concurring Party

Should any party to this Agreement object within thirty (30) days after receipt to any plans, specifications, contracts, reports, or other documents provided for review pursuant to this Agreement or to the manner in which this Agreement is being implemented, the FHWA will consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA will request further comments of the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR § 800.6(b). Any Council comments provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR § 800.6(b)(2) with reference only to the subject of the dispute; the FHWA's responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

6. Discoveries

If potential historic or prehistoric archaeological materials or properties are discovered after construction begins, the person in charge of the construction shall promptly report the discovery to the ADOT Historic Preservation Specialist, representing FHWA. If human or funerary objects are discovered, ADOT shall require construction to immediately cease within the area of the discovery, take steps to protect the discovery, and notify and consult with appropriate Native American groups to determine treatment and disposition measures in accordance with the previously implemented burial agreement. The Director of the ASM (the Director) shall also be informed. In consultation with the Director and ADOT, on behalf of FHWA, the person in charge of construction shall immediately take steps to secure and maintain preservation of the discovery. If the discovery appears to involve Human Remains as defined in ASM rules implementing A.R.S. § 41-844 and 41-865, ASM and FHWA shall ensure that the discovery is treated according to the burial agreement.

7. Amendments

This Agreement may be amended by the signatories pursuant to 36 CFR § 800.6 (c)(7). FHWA shall file any amendments with the Council and provide notice to the concurring parties.

8. Termination

Any signatory may terminate the Agreement by providing 30 days written notification to the other signatories. During this 30-day period, the signatories may consult to seek agreement on amendments or other actions that would avoid termination pursuant to 34 CFR § 800.6 (b). If the parties cannot agree on actions to resolve disagreements, FHWA will comply with 36 CFR § 800.7(a)

9. Non-compliance

In the event that FHWA or ADOT cannot carry out the terms of this agreement, the FHWA will comply with 36 CFR § 800.3 through 800.6.

10. Annual Meeting

There shall be an annual meeting among FHWA, SHPO and ADOT to review the effectiveness and application of this agreement, to be held on or near the anniversary date of the execution of this agreement.

11. Equal Opportunity/ Non-discrimination

The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Acts.

12. Records

Pursuant to A.R.S. et seq. 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination of this Agreement

13. Conflicts of Interest

This Agreement is subject to cancellation by the State under A.R.S. et seq. 38-511 if a person significantly involved in the Agreement on behalf of the State is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

14. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.

15. Arbitration

To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.

This agreement shall be null and void if its terms are not carried out within ten (10) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Programmatic Agreement by the signatories and implementation of its terms, is evidence that the FHWA has afforded the Council an opportunity to comment on the El Paso and Southwestern Train Depot Fountain Rehabilitation project and its effects on historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties. Participation in this agreement also satisfies the State Historic Preservation Act responsibilities of ADOT for this undertaking pursuant to A.R.S. §41-864.

## SIGNATORIES

### FEDERAL HIGHWAY ADMINISTRATION

By Steph D Thorne  
Title Environmental Program Manager

Date 10/29/03

### ARIZONA STATE HISTORIC PRESERVATION OFFICER

By James Gammon  
Title ASHPO

Date 1/12/04

## INVITED SIGNATORIES

### ARIZONA DEPARTMENT OF TRANSPORTATION

By [Signature]  
for Title Environmental & Enhancement Group Manager

Date 10/22/03

## CONCURRING PARTIES

### CITY OF DOUGLAS

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_



Execution of this Programmatic Agreement by the signatories and implementation of its terms, is evidence that the FHWA has afforded the Council an opportunity to comment on the El Paso and Southwestern Train Depot Fountain Rehabilitation project and its effects on historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties. Participation in this agreement also satisfies the State Historic Preservation Act responsibilities of ADOT for this undertaking pursuant to A.R.S. §41-864.

## SIGNATORIES

### FEDERAL HIGHWAY ADMINISTRATION

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

### ARIZONA STATE HISTORIC PRESERVATION OFFICER

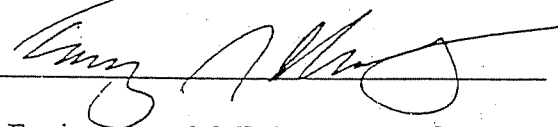
By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

## INVITED SIGNATORIES

### ARIZONA DEPARTMENT OF TRANSPORTATION

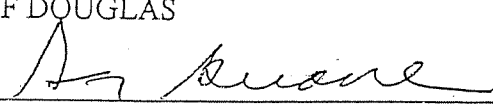
By  \_\_\_\_\_

Date 10/22/03

for Title Environmental & Enhancement Group Manager

## CONCURRING PARTIES

### CITY OF DOUGLAS

By  \_\_\_\_\_

Date 11/12/03

Title \_\_\_\_\_

ARIZONA DEPARTMENT OF TRANSPORTATION  
Intermodal Transportation Division  
Environmental & Enhancement Group  
205 South 17<sup>th</sup> Avenue  
Phoenix, AZ 85007


Categorical Exclusion

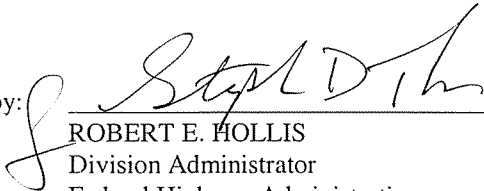
for

Douglas Railroad Depot Fountain Restoration

City of Douglas, Arizona

Federal Project No. TEA-DGS-0(003)A  
TRACS NO. 0000 CH DGS SL484 01C

Approved by:  Date: 6-1-06  
THOR ANDERSON  
Manager

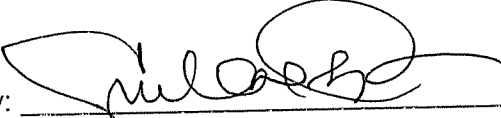
Approved by:  Date: 6/12/06  
ROBERT E. HOLLIS  
Division Administrator  
Federal Highway Administration

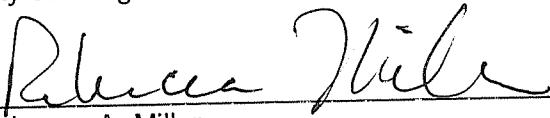
*This categorical exclusion has been prepared in accordance with provisions and requirements of Chapter 1, Title 23 USC, 23 CFR Part 771.117 (d) relating to the implementation of the National Environmental Policy Act of 1969.*

**Arizona Department of Transportation**  
**Environmental & Enhancement Group**  
**Categorical Exclusion**

<b>Project Number:</b> TEA-DGS-0(003)A <b>TRACS Number:</b> 0000 CH DGS SL484 01C <b>Project Name:</b> Douglas RR Depot Fountain Restoration <b>County:</b> Cochise <b>Route:</b> SR80/191 - SW corner of SR80/191 and G Ave intersection  <b>Limits:</b> El Paso and Southwestern Train Depot <b>Nearest landmark:</b> Douglas, Arizona <b>Estimated project cost:</b> \$55,704	<b>Federal projects:</b>  Categorical Exclusion Group: 2 Non-programmatic: <input checked="" type="checkbox"/> TIP Item Number: SEAGO, Douglas, page 1 Date: FY2006 - FY2010  <b>ADOT NEPA Planner:</b> Rebecca Miller
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**Clearance**

Submitted by:  Date: 5-17-06  
Carlos De La Torre  
Public Works Director  
City of Douglas

Reviewed by:  Date: 5/22/06  
Rebecca A. Miller  
Environmental Planner  
ADOT Transportation Enhancement Section

TA:mm

**Enclosed Attachments**

- ☒ SHPO/FHWA/ADOT/City of Douglas Memorandum of Agreement
- ☒ State and vicinity maps

## ACRONYMS AND ABBREVIATIONS

ADEQ – Arizona Department of Environmental Quality  
ADOT – Arizona Department of Transportation  
AGFD – Arizona Game and Fish Department  
AZPDES – Arizona Pollutant Discharge Elimination System  
CE – Categorical Exclusion  
EEG – Environmental & Enhancement Group  
FHWA – Federal Highway Administration  
FIRM – Flood Insurance Rate Map  
MOA – Memorandum of Agreement  
MP – milepost  
NEPA – National Environmental Policy Act  
NRCS – Natural Resources Conservation Service  
NRHP – National Register of Historic Places  
NRMS – Natural Resources Management Section  
PM<sub>10</sub> – particulate matter greater than 10 microns  
R/W – right-of-way  
SHPO – State Historic Preservation Office  
SR – State Route  
TIP – Transportation Improvement Plan  
THPO – Tribal Historic Preservation Office  
US – United States

## Project Description

### 1. Existing Conditions

Item	Present	Location	Description
Buildings and other			
RR Depot	X	SW corner of SR80/191 and G Ave intersection	The historic El Paso and Southwestern Railroad train depot was recently restored and now functions as the City's gateway feature at the intersection of SR80 and US Highway191 and as the City's police department. The City has recently completed landscape improvements on and around the depot including the east fountain.
Historic Fountains	X	SW corner of SR80/191 and G Ave intersection	The historic fountains are located just east and west of the train depot. The concrete fountains are no longer in use and have remnants of ornamental lighting ringing the top reservoir. The western fountain is surrounded by a deteriorated asphalt parking lot on 3 sides. The City has recently completed landscape improvements on and around the eastern fountain. The fountains still retain much of their original structure and represent a historic value to the site and the City of Douglas. The City has already installed both water and electric stubs for future connection.

Item	Present	Not Present	Location	Description
Through lanes		X		Number: ; width:
Right-turn lane(s)		X		
Left-turn lane(s)		X		
Shoulders		X		Paved <input type="checkbox"/> ; width:
Right(s)-of-way/Easement(s)		X		Width:
Landscaping	x		At east fountain only	
Guardrail		X		
Culvert(s)		X		Number: ; size:
Noise wall(s)		X		
Crosswalk(s)		X		
Cattle guard(s)		X		
Frontage road(s)		X		
Curb and gutter		X		
Lighting		X		
Center medians				
Raised		X		
Paved		X		
Painted		X		
Landscaped		X		
Other				
Traffic controls				
Signal(s)		X		
Stop signs		X		
Flashing light(s)		X		
Bikeways				
Independent pathway for bikes		X		

Item	Present	Not Present	Location	Description
Bike lanes striped on roadway pavement		X		
Bike lanes on canal bank		X		
Other pathway		X		
Sidewalks				
Adjacent to street/highway		X		Width:
Set back from street/highway feet		X		Width: Setback:
Other sidewalk	x		From depot entrance to east fountain	Width: 5 feet
Fencing				<input type="checkbox"/> R/W <input type="checkbox"/> Other
Game fence		X		
Standard barbed wire fence		X		
Chain link fence		X		
Other fencing	X		West fountain	Single chain fence surrounds parking lot around west fountain area.
Bridges				
Over watercourse		X		Structure No.: Name of watercourse:
Over highway/street/road		X		Number of spans: Name of street/road: Highway route number:
Over railroad		X		Number of spans: Name of railroad:
Over canal		X		Number of spans: Name of canal:

## 2. Need

The depot fountains are not operational, are deteriorating, and pose an attractive nuisance. Without rehabilitation the fountains will continue to deteriorate losing their historic integrity and creating an unimpressive feature to the railroad depot and the gateway to the City of Douglas.

## 3. Purpose

The purpose of the project is to rehabilitate the fountains so as to restore their historic integrity and bring them into operation. The project will help stop their deterioration and create an aesthetically pleasing focal point for visitors entering the city.

## 4. Scope of Work

- Molds will be made of the deteriorated areas of the fountains in order to restore the historic integrity of the fountains.
- The fountains' concrete surfaces will be resurfaced and rehabilitated.
- The existing lighting will also be evaluated to determine the feasibility of using the existing conduit.
- The original lighting configuration will be replaced or rebuilt.
- Alternative landscape lighting will be added to highlight the fountains.
- Electric and plumbing connections will be reestablished.

##### 5. Land Ownership and Land Use

###### a) Existing R/W

###### Location

300 East 14<sup>TH</sup> Street

###### Owner/ Manager

City of Douglas

###### Land Use

Gateway feature

###### b) Adjacent land

###### Location

US Highway 191, SR 80

14<sup>th</sup> Street, N. I Ave

###### Owner/ Manager

ADOT R/W

City of Douglas

###### Land Use

State roadway system

Local roadway system

##### 6. Right-of-Way/Easements

☒ No new right-of-way or easement is required for construction of this project.

☐ New R/W or easement is required for construction of this project.

☐ of new R/W from for .

☐ of new easement from for .

☐ of temporary easement from for .

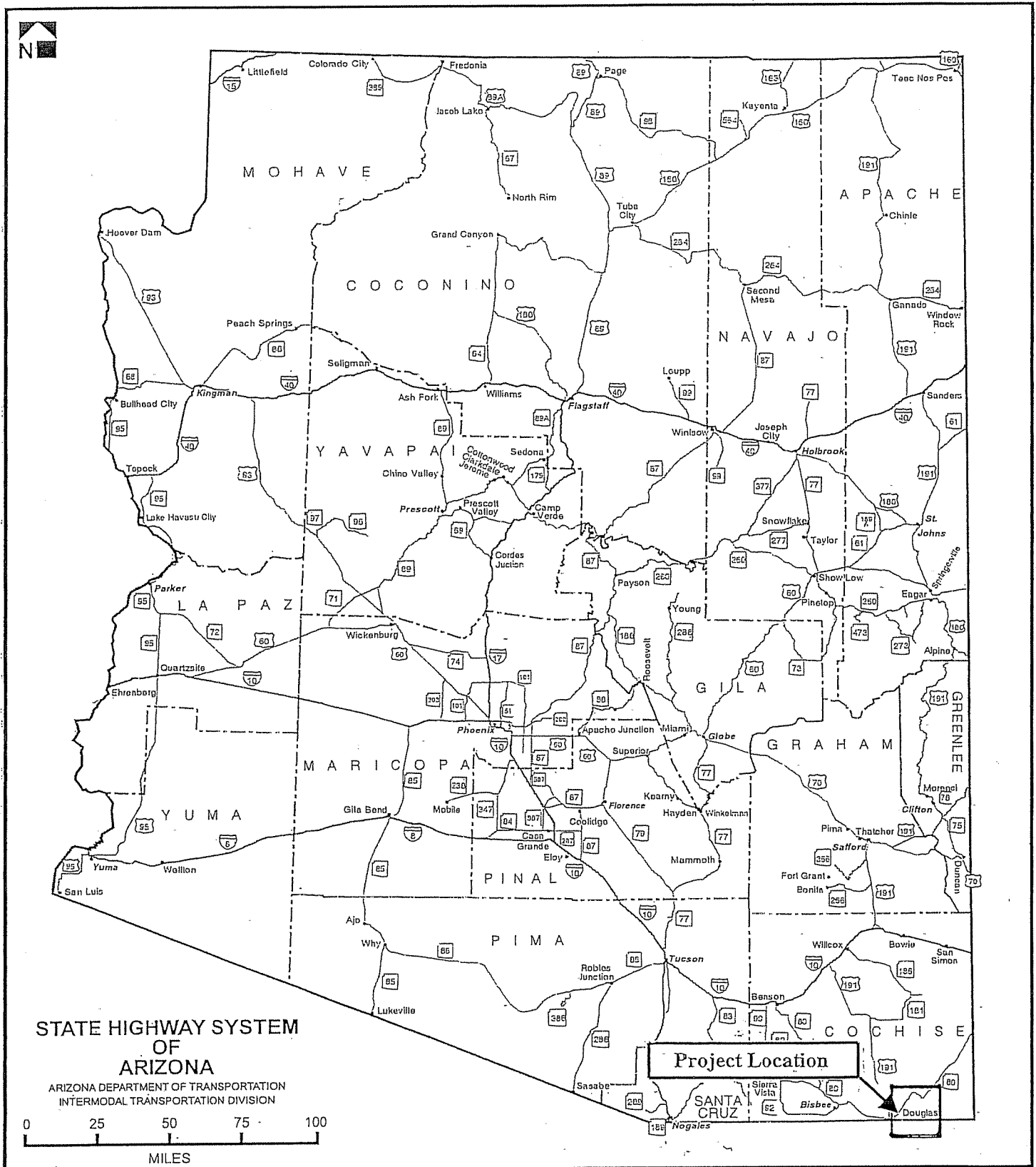
##### 7. Funding

This project will be designed and constructed using federal transportation enhancement funds and a local 5.7% match.  
The estimated cost is \$55,704.

##### 8. Administration

This project will be bid and administered by the City of Douglas.

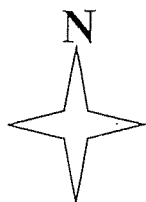
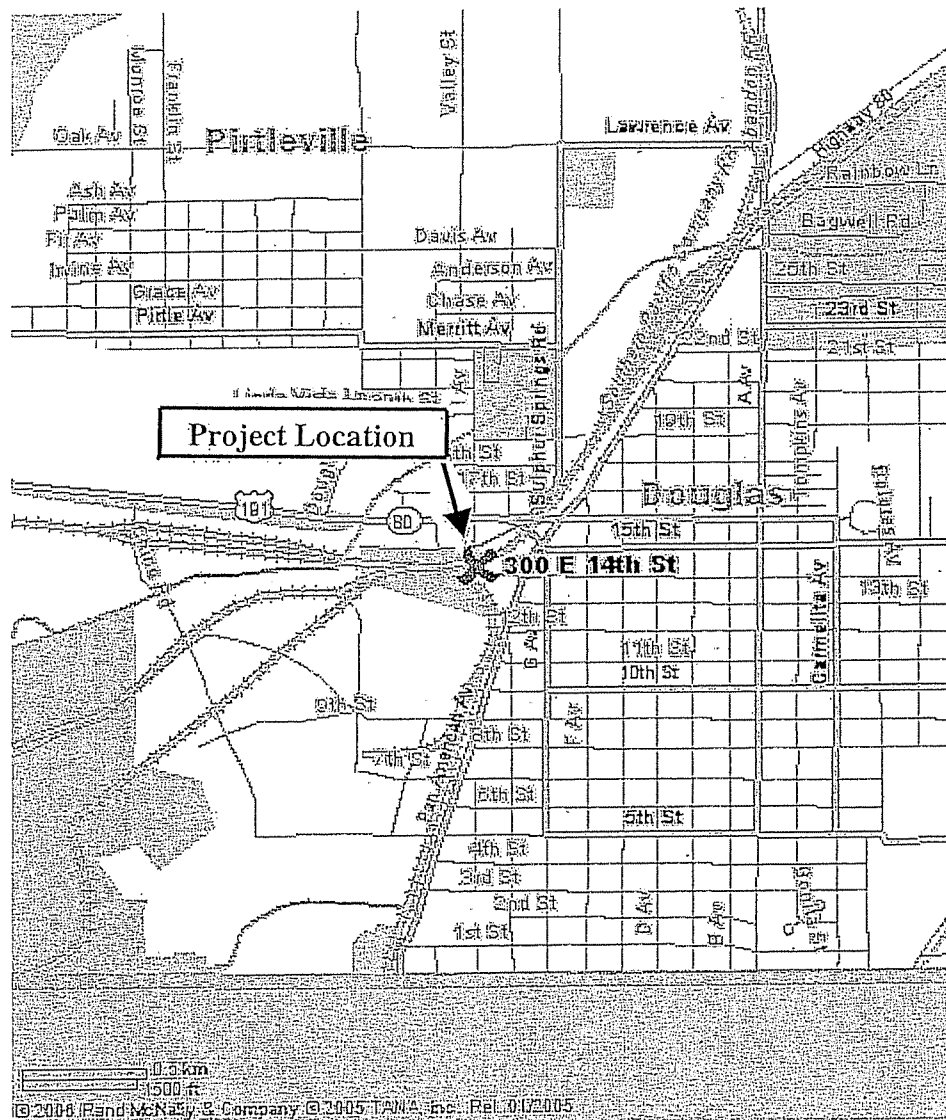
# STATE MAP



PROJECT NAME DOUGLAS RAILROAD DEPOT FOUNTAIN RESTORATION  
PROJECT NUMBER TEA-DGS-0(003)A  
TRACS NO. 0000 CH DGS SL484 01C



# VICINITY MAP



PROJECT NO.: TEA-DGS-0(003)A  
TRACS NO.: 0000 CD DGS SL484 01C  
PROJECT NAME: DOUGLAS RAILROAD DEPOT FOUNTAIN RESTORATION

FIGURE 2

## Environmental Impact Summary

<b>Land Management Authority</b>			
	<b>Present</b>	<b>Not present</b>	<b>Comment</b>
Tribal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tribe(s):
Federal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agency(ies):
State	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agency(ies):
County	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agency(ies):
Local	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Agency: City of Douglas

<b>Impacts on the Natural Environment</b>			
	<b>Present</b>	<b>Not present</b>	<b>Comment</b>
Sensitive Biological Resources		<input checked="" type="checkbox"/>	
1. Threatened/Endangered Species	<input type="checkbox"/>	<input checked="" type="checkbox"/>	In-House Biological Compliance Checklist. date ADOT approved: 12/21/2004
2. Federal Sensitive Species/Habitat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	In-House Biological Compliance Checklist
3. Tribal Sensitive Species/Habitat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
4. AZ Species of Concern/Habitat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	In-House Biological Compliance Checklist.
5. Native Plants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	In-House Biological Compliance Checklist.
6. Other Wildlife and Habitat Concerns	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
7. Invasive Species	<input type="checkbox"/>	<input type="checkbox"/>	Site was not surveyed. Mitigation includes protection against invasive species
100-Year Floodplain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FEMA FIRM map number(s): 040015 0001B See appended Floodplain analysis
Section 404 Waters of the United States	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Corps file number: If WOUS impacted, permit type and/or number:
Section 401 Water Quality Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certification type:
Wetland Areas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Riparian Areas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Prime or unique farmland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NRCS map:
Farmland of statewide or local importance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sole Source Aquifer(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Wild and Scenic Rivers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Coast Guard Permits	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Section 4(f) Resources ( <i>wildlife refuge</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

### Cultural Resources

	<b>Present</b>	<b>Not present</b>	<b>Comment</b>
Archaeological/Historic Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Two historic fountains are contributing elements to the NRHP-listed train depot. See appended Archaeological and Historic Properties Analysis. SHPO/FHWA/ADOT/City of Douglas MOA (attached).
Section 4(f) Resources ( <i>historic site</i> )	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Two historic fountains are contributing elements to the NRHP-listed train depot.

(continued on next page)

<b>Impacts on Visual Resources</b>			
	<b>Yes</b>	<b>No</b>	
Project is along a designated Scenic Road/Byway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Change in the existing visual character as a result of the project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Project's post construction visual quality meets land-managing agency's specific visual resource management objectives	<input type="checkbox"/>	<input type="checkbox"/>	N/A

<b>Impacts on Socioeconomic Resources</b>			
	<b>Yes</b>	<b>No</b>	<b>Comment</b>
Residential Development or Displacements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Commercial Development or Displacements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The City is in the process of designing a new visitors center for the train depot area.
Temporary/Permanent Access	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Neighborhood Continuity and Community Cohesion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As the fountains become a focal point for visitors and tourists more social interaction is expected creating a possibility of improved community cohesion.
Section 4(f) Resources ( <i>recreation</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>	See appended Section 4(f) evaluation
Section 6(f) Resources	<input type="checkbox"/>	<input type="checkbox"/>	N/A

Physical/Construction Impacts				
	Present	Not present	Comment	
AZPDES/NPDES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project will have < 1 acre of ground disturbing activities	
Construction-related Impacts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Pedestrian access to the fountains will be restricted during construction. See appended analysis	
Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water and electric are already stubbed in. See appended Utilities Analysis.	
Hazardous Materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No PISA is necessary. Fountain concrete was tested for asbestos with negative results. See appended Hazardous Materials Evaluation.	
	Qualitative Analysis	Quantitative Analysis	Comment	
Noise	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	
	Attainment	Non-attainment	Maintenance	Comment
Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Douglas PM-10 and SO <sub>2</sub> See appended Air Quality Analysis
Other	<input type="checkbox"/>	<input type="checkbox"/>		

Project No. TEA-DGS-0(003)A  
 TRACS No. 0000 CH DGS SL484 01C  
 Project Name Douglas RR Depot Fountain Restoration

### Public Involvement

	Date contacted	Method of notification	Comment	Response
<b>Agency Scoping/Coordination (as applicable)</b>				
Arizona Game and Fish Department			n/a	
State Historic Preservation Office	May 14, 2003	Letter from ADOT	ADOT.FHWA requested implementation of MOA to ensure "no adverse effect" to historic property	Implemented MOA with SHPO/FHWA/ADOT/City of Douglas on 01/12/2004
Local Municipality	11/12/2003	City Council Meeting	Resolution 03-318 to agree to MOA	Implemented MOA with SHPO/FHWA/ADOT/City of Douglas on 01/12/2004
FHWA			ADOT/FHWA requested implementation of MOA to ensure "no adverse effect" to historic property	Implemented MOA with SHPO/FHWA/ADOT/City of Douglas on 01/12/2004
<b>Public Scoping/Coordination</b>				
Center for Biological Diversity				
List people and organizations (addresses are not required)				

### Public Meetings

☒ Public meeting not held because issues raised during scoping have been addressed.

Project No.	TEA-DGS-0(003)A
TRACS No.	0000 CH DGS SL484 01C
Project Name	Douglas RR Depot Fountain Restoration

## 100-Year Floodplain Analysis Sheet

**FIRM Map No(s). Community Panel Number 040015 0001B**

☒ The project is located within a 100-year floodplain.

### Mitigation Measures

The Community Floodplain Manager will be provided an opportunity to review and comment on the design plans.

## Archaeological Resources and Historic Properties Analysis Sheet

### 1. Survey Data

Because of the limited project scope and Area of Potential Effect, cultural survey is not considered necessary.

### 2. Archaeological/Historical Sites

- ☒ Known archaeological/historical sites occur in the project limits.  
The railroad depot is listed on the NRHP, and the fountains are considered contributing elements.

### 3. Agency/State Historic Preservation Office Determination

Because the fountains are contributing elements to the NRHP-listed property, the agencies implemented a Memorandum of Agreement to ensure a finding of "no adverse effect". Signatories to concurrence agreements are SHPO, ADOT, FHWA, and City of Douglas

- ☒ Listed in NRHP  
Criterion: ☒ A      ☐ B      ☒ C      ☐ D

Agency determination of effect:

- ☐ No effect  
☒ No adverse effect  
☐ Adverse effect  
☐ No potential to effect

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### Mitigation Measures

The City of Douglas will fulfill the terms and stipulations of the attached Memorandum of Agreement in order that the construction of the project result in a finding of "no adverse effect".

Rehabilitation of the El Paso and Southwestern train depot fountains must meet the Secretary of the Interior's Standards for Treatment of Historic Properties as determined in consultation with the State Historic Preservation Office.

City of Douglas will submit all sets of plans to the Environmental & Enhancement Group, Historic Preservation Team of the Arizona Department of Transportation for review, comment, and submittal to SHPO.

If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources. The Engineer will contact the ADOT Environmental & Enhancement Group, Historic Preservation Team, at 602.712.7760, immediately, and make arrangements for proper treatment of those resources.

### Section 4(f) Resources Analysis Sheet

Section 4(f) property name: El Paso and Southwestern Railroad Train Depot.

Location: 300 E 14<sup>th</sup> Street - SW corner of SR80/191 and G Ave intersection.

Ownership or administration: City of Douglas

Type:

☒ historic site

A "use" of a Section 4(f) resource, as defined in 23 CFR § 771.135(p), occurs: 1) when land is permanently incorporated into a transportation facility; 2) when there is a temporary occupancy of land that is adverse in terms of the statute's preservationist purposes; or 3) when there is a constructive use of land. A constructive use of a Section 4(f) resource occurs when the transportation project does not incorporate land from resources, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify a resource for protection under Section 4(f) are substantially impaired. For example, a constructive use can occur when:

- a) the projected noise level increase, attributable to the project, substantially interferes with the use and enjoyment of a noise-sensitive facility of a resource protected by Section 4(f);
- b) the proximity of the proposed project substantially impairs aesthetic features or attributes of a resource protected by Section 4(f), where such features or attributes are considered important contributing elements to the value of the resource. An example of such an effect would be the location of a proposed transportation facility in such proximity that it obstructs or eliminates the primary views of an architecturally significant historical building, or substantially detracts from the setting of a park or historic site which derives its value in substantial part due to its setting; and / or
- c) the project results in a restriction on access, which substantially diminishes the utility of a significant publicly-owned park, recreation area, or historic site.

☒ There is an MOA implemented to ensure a "no adverse effect" determination on a site listed in or eligible for listing in the NRHP. See attached MOA.

☒ The project uses transportation funds for the rehabilitation or maintenance of a historic resource. The project will not affect the characteristics of this property that potentially qualify it for the National Register of Historic Places. The modification to this property does not constitute a "use" of land (23 CFR § 771.135[p]). Therefore, in accordance with the FHWA memorandum (August 22, 1994), "Interim Guidance on Applying Section 4(f) on Transportation Enhancement Projects and National Recreational Trails Projects," a Section 4(f) evaluation is not required.

### Mitigation Measures/Measures to Minimize Harm

The City of Douglas will fulfill the terms and stipulations of the attached Memorandum of Agreement to ensure that the construction of the project result in a finding of "no adverse effect".

Project No. TEA-DGS-0(003)A  
TRACS No. 0000 CH DGS SL484 01C  
Project Name Douglas RR Depot Fountain Restoration

## Construction-Related Impacts Analysis Sheet

☐ Special traffic control measures required.

☐ Detours necessary.

☒ Other.

Traffic control will be in accordance with the most current *Manual on Uniform Traffic Control Devices for Streets and Highways*, published by the US Department of Transportation, Federal Highway Administration, including any revisions or additions, and/or associated provisions in the project plans, as determined by:

☐ the ADOT Traffic Design Section during design

☒ the City of Douglas during the certification acceptance or self-bid and administer process.

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### Mitigation Measures

Traffic control will be in accordance with the most current *Manual on Uniform Traffic Control Devices for Streets and Highways*, published by the US Department of Transportation, Federal Highway Administration, including any revisions or additions, and/or associated provisions in the project plans, as determined by the City of Douglas during the certification acceptance or self-bid and administer process.



## Utilities Analysis Sheet

Utilities present: Yes

- ☒ Utilities work is not anticipated; however the City of Douglas will investigate utility involvement during project design.
- ☐ Utilities are involved with the project.

☐ Type of work involved:

- |                                     |   |                                |
|-------------------------------------|---|--------------------------------|
| <input type="checkbox"/> Relocation | <input type="checkbox"/> Temporary disconnection of service | <input type="checkbox"/> Other |
| •                                   | •   | •                              |
| •                                   | •   | •                              |

☐ The work will be performed by:

- |                               |                                     |  |                                |
|-------------------------------|-------------------------------------|--|--------------------------------|
| <input type="checkbox"/> ADOT | <input type="checkbox"/> Contractor | <input type="checkbox"/> Utility company | <input type="checkbox"/> Other |
| •                             | •                                   |  | •                              |
| •                             | •                                   |  | •                              |

☐ The utility customers affected by utility work will be notified \_\_\_\_\_ days prior to the start of construction by:

- |                               |                                     |  |   |
|-------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> ADOT | <input type="checkbox"/> Contractor | <input type="checkbox"/> Utility company | <input type="checkbox"/> To be determined |
| •                             | •                                   |  | •   |
| •                             | •                                   |  | •   |

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**Mitigation Measures**

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## Hazardous Materials Evaluation Analysis Sheet

- ☒ Load-bearing structures (bridges) will be modified or altered on the project.  
Asbestos survey completed. March 27, 2006  
Findings. Analytical asbestos results for the concrete used to construct the original railroad depot  
fountains are negative.

### Mitigation Measures

During Phase IV of the final design, the Arizona Department of Transportation project manager will contact the Arizona Department of Transportation Environmental & Enhancement Group hazardous materials coordinator (602.712.7768) to determine the need for additional site assessment.

If suspected hazardous materials are encountered during construction, work shall cease at that location and the Engineer will be contacted to arrange for proper assessment, treatment, or disposal of those materials.

### Air Quality Analysis Sheet

- ☒ The project is located in a non-attainment or maintenance area.

Name of area(s): Douglas Non-attainment Area

Pollutant(s): PM<sub>10</sub>, SO<sub>2</sub>

- ☐ Exempt from conformity.

The project will not interfere with transportation control measure implementation requirements as directed by state and metropolitan planning organizations.

- ☒ While the project is not on the conformity list, the nature of the work this project requires will not interfere with transportation control measure implementation.

- ☐ Not exempt from conformity.

☐ Micro-scale analysis completed on .

- ☐ The project is located in the Tucson Region Carbon Monoxide Limited Maintenance Area Plan.

- ☐ The project will have no negative effect on air quality and, pursuant to 40 CFR 93.116, this project is in conformity.

- ☐ Not exempt from conformity.

☐ Micro-scale analysis completed on .

**Mitigation Measures: None**

## **Mitigation Measures Sheet**

### **Arizona Department of Transportation Design Responsibilities**

- The Community Floodplain Manager will be provided an opportunity to review and comment on the design plans.
- During Phase IV of the final design, the Arizona Department of Transportation project manager will contact the Arizona Department of Transportation Environmental & Enhancement Group hazardous materials coordinator (602.712.7768) to determine the need for additional site assessment.

### **City of Douglas Responsibilities**

- All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction will be seeded using species native to the project vicinity.
- Traffic control will be in accordance with the most current *Manual on Uniform Traffic Control Devices for Streets and Highways*, published by the US Department of Transportation, Federal Highway Administration, including any revisions or additions, and/or associated provisions in the project plans, as determined by the City of Douglas during the certification acceptance or self-bid and administer process.
- Utilities work is not anticipated; however the City of Douglas will investigate utility involvement during project design.
- If suspected hazardous materials are encountered during construction, work shall cease at that location and the Engineer will be contacted to arrange for proper assessment, treatment, or disposal of those materials.
- The City of Douglas will fulfill the terms and stipulations of the attached Memorandum of Agreement to ensure that the construction of the project result in a finding of "no adverse effect".
  - City of Douglas will submit all sets of plans to the Environmental & Enhancement Group, Historic Preservation Team of the Arizona Department of Transportation for review, comment, and submittal to SHPO.
  - Rehabilitation of the El Paso and Southwestern train depot fountains must meet the Secretary of the Interior's Standards for Treatment of Historic Properties as determined in consultation with the State Historic Preservation Office.
- If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources. The Engineer will contact the ADOT Environmental & Enhancement Group, Historic Preservation Team, at 602.712.7760, immediately, and make arrangements for proper treatment of those resources.

### **Contractor Responsibilities**

- To prevent the introduction of invasive species, all earth-moving and hauling equipment shall be washed at the contractor's storage facility prior to entering the construction site.
- To prevent the spread of invasive species to uncontaminated areas, all earth-moving and hauling equipment shall be washed at a designated location prior to leaving the construction site.
- All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction shall be seeded using species native to the project vicinity.
- If suspected hazardous materials are encountered during construction, work shall cease at that location and the Engineer will be contacted to arrange for proper assessment, treatment, or disposal of those materials.
- If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources. The Engineer will contact the ADOT Environmental & Enhancement Group, Historic Preservation Team, at 602.712.7760, immediately, and make arrangements for proper treatment of those resources.

MEMORANDUM OF AGREEMENT

RECEIVED

AMONG

OCT 30 2003

FEDERAL HIGHWAY ADMINISTRATION  
ARIZONA STATE HISTORIC PRESERVATION OFFICE  
ARIZONA DEPARTMENT OF TRANSPORTATION  
THE CITY OF DOUGLAS

ARIZONA STATE PARKS & RECREATION

REGARDING THE CITY OF DOUGLAS EL PASO AND SOUTHWESTERN TRAIN  
DEPOT FOUNTAIN RESTORATION PROJECT

PROJECT NO. TEA-DGS-0(003)A  
TRACS NO. 0000-CH-DGS-SL484-01C  
COCHISE COUNTY, ARIZONA

WHEREAS, the City of Douglas proposes to rehabilitate two existing fountains on the grounds of the El Paso and Southwestern Train Depot in Douglas, Arizona, a federally-funded project in Cochise County, Arizona (hereafter referred to as "the project"); and

WHEREAS, the area of potential effect (APE) for the project is two existing historic water fountains on the grounds of the El Paso and Southwestern Train Depot, as well as any National Register listed or eligible property visible from the fountains; and

WHEREAS, project construction will occur on land owned by the City of Douglas and the City of Douglas has participated in consultation; and

WHEREAS, the Arizona Department of Transportation (ADOT) assists the Federal Highway Administration (FHWA) in the administration of Transportation Enhancement Funds and the development of plans that will be used in the City of Douglas, El Paso and Southwestern Train Depot Fountain Rehabilitation project; and

WHEREAS, ADOT, acting as agent for FHWA has participated in consultation and has been invited to be a signatory to this Memorandum of Agreement (Agreement); and

WHEREAS, ADOT intends to use the provisions of this Agreement to address the applicable requirements of the State Historic Preservation Act (ARS § 41-861 et. seq.); and

WHEREAS, any federal undertaking associated with the Project must consider the effect of its plans on the historic properties eligible for listing on the National Register of Historic Places (including new construction); and

WHEREAS, the FHWA has determined that the project would have an effect upon the El Paso and Southwestern Train Depot fountains, structures listed on the National Register of Historic Places as contributing elements of the historic El Paso and Southwestern Train Depot; and

WHEREAS, the FHWA has consulted with the Arizona State Historic Preservation Officer (SHPO), ADOT, and the City of Douglas in accordance with Section 106 of the National Historic Preservation Act [36 CFR § 800.6(b)(2)], to resolve the possible adverse effects of the Project on historic properties; and

WHEREAS, in their role as lead federal agency, FHWA has consulted with the Arizona SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) as revised in 2000; and

WHEREAS, SHPO is authorized to enter into this agreement in order to fulfill its role of advising and assisting Federal agencies in carrying out their Section 106 responsibilities under the following federal statutes: Sections 101 and 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, and pursuant to 36 CFR Part 800, regulations implementing Section 106, at 800.2(c)(1)(i) and 800.6(b); and

WHEREAS, SHPO is authorized to advise and assist federal and state agencies in carrying out their historic preservation responsibilities and cooperate with these agencies under A.R.S. § 41-511.04(D)(4); and

NOW, THEREFORE, all parties agree that upon FHWA's decision to proceed with the Project, FHWA shall ensure that the following stipulations are implemented in order to take into account the effects of the Project on historic properties, and that these stipulations shall govern the Project and all of its parts until this Agreement expires or is terminated.

### Stipulations

The FHWA, represented by ADOT, will ensure that the following measures are carried out.

1. New Construction

New construction within the APE must meet the Secretary of the Interior's Standards for Treatment of Historic Properties (36 CFR § 68), as determined in consultation with the SHPO.

2. Rehabilitation

Rehabilitation of El Paso and Southwestern Train Depot Fountains must meet the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (36 CFR § 68) as determined in consultation with the SHPO.

3. Review by SHPO

Upon receipt by ADOT, copies of the plans and related documents pertaining to this undertaking including the 30%, 60% and 95% draft construction documents, project assessments, design concept reports and cultural resources survey reports will be provided to the SHPO for review and comment.

4. Agreement Review

This Agreement will be reviewed by all parties to this Agreement 12 months from its ratification date to determine if any of the terms cannot be met or if a change is necessary.

If, at any time, any of the signatories to this Agreement determines that its terms cannot be met, that signatory will immediately request the other parties to consider an amendment or addendum to this Agreement. Such an amendment or addendum will be executed in the same manner as the original Agreement.

5. Objection by a Signatory or Concurring Party

Should any party to this Agreement object within thirty (30) days after receipt to any plans, specifications, contracts, reports, or other documents provided for review pursuant to this Agreement or to the manner in which this Agreement is being implemented, the FHWA will consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA will request further comments of the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR § 800.6(b). Any Council comments provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR § 800.6(b)(2) with reference only to the subject of the dispute; the FHWA's responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

6. Discoveries

If potential historic or prehistoric archaeological materials or properties are discovered after construction begins, the person in charge of the construction shall promptly report the discovery to the ADOT Historic Preservation Specialist, representing FHWA. If human or funerary objects are discovered, ADOT shall require construction to immediately cease within the area of the discovery, take steps to protect the discovery, and notify and consult with appropriate Native American groups to determine treatment and disposition measures in accordance with the previously implemented burial agreement. The Director of the ASM (the Director) shall also be informed. In consultation with the Director and ADOT, on behalf of FHWA, the person in charge of construction shall immediately take steps to secure and maintain preservation of the discovery. If the discovery appears to involve Human Remains as defined in ASM rules implementing A.R.S. § 41-844 and 41-865, ASM and FHWA shall ensure that the discovery is treated according to the burial agreement.

7. Amendments

This Agreement may be amended by the signatories pursuant to 36 CFR § 800.6 (c)(7). FHWA shall file any amendments with the Council and provide notice to the concurring parties.

8. Termination

Any signatory may terminate the Agreement by providing 30 days written notification to the other signatories. During this 30-day period, the signatories may consult to seek agreement on amendments or other actions that would avoid termination pursuant to 34 CFR § 800.6 (b). If the parties cannot agree on actions to resolve disagreements, FHWA will comply with 36 CFR § 800.7(a)



9. Non-compliance

In the event that FHWA or ADOT cannot carry out the terms of this agreement, the FHWA will comply with 36 CFR § 800.3 through 800.6.

10. Annual Meeting

There shall be an annual meeting among FHWA, SHPO and ADOT to review the effectiveness and application of this agreement, to be held on or near the anniversary date of the execution of this agreement.

11. Equal Opportunity/ Non-discrimination

The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Acts.

12. Records

Pursuant to A.R.S. et seq. 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination of this Agreement

13. Conflicts of Interest

This Agreement is subject to cancellation by the State under A.R.S. et seq. 38-511 if a person significantly involved in the Agreement on behalf of the State is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

14. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.

15. Arbitration

To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.

This agreement shall be null and void if its terms are not carried out within ten (10) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Programmatic Agreement by the signatories and implementation of its terms, is evidence that the FHWA has afforded the Council an opportunity to comment on the El Paso and Southwestern Train Depot Fountain Rehabilitation project and its effects on historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties. Participation in this agreement also satisfies the State Historic Preservation Act responsibilities of ADOT for this undertaking pursuant to A.R.S. §41-864.

## SIGNATORIES

### FEDERAL HIGHWAY ADMINISTRATION

By Steph D Thomas

Date 10/29/03

Title Environmental Program Manager

### ARIZONA STATE HISTORIC PRESERVATION OFFICER

By James Gammon

Date 1/12/04

Title ASHPO

## INVITED SIGNATORIES

### ARIZONA DEPARTMENT OF TRANSPORTATION

By Gary [Signature]

Date 10/22/03

for Title Environmental & Enhancement Group Manager

## CONCURRING PARTIES

### CITY OF DOUGLAS

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Execution of this Programmatic Agreement by the signatories and implementation of its terms, is evidence that the FHWA has afforded the Council an opportunity to comment on the El Paso and Southwestern Train Depot Fountain Rehabilitation project and its effects on historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties. Participation in this agreement also satisfies the State Historic Preservation Act responsibilities of ADOT for this undertaking pursuant to A.R.S. §41-864.

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### FEDERAL HIGHWAY ADMINISTRATION

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

### ARIZONA STATE HISTORIC PRESERVATION OFFICER

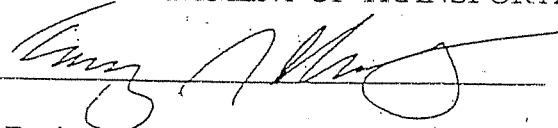
By \_\_\_\_\_

Date \_\_\_\_\_


Title \_\_\_\_\_

## INVITED SIGNATORIES

### ARIZONA DEPARTMENT OF TRANSPORTATION

By  \_\_\_\_\_

Date 10/22/03

 Title Environmental & Enhancement Group Manager

## CONCURRING PARTIES

### CITY OF DOUGLAS

By  \_\_\_\_\_

Date 11/12/03

Title \_\_\_\_\_

## Rebecca Miller

---

**From:** Melissa Maiefski  
**Sent:** Monday, May 15, 2006 10:16 AM  
**To:** Rebecca Miller; Katherine Neustadt  
**Subject:** RE: REVIEW final CE checklist SL484 Douglas RR depot CE checklist

Hi, Kae let us know if you have any additional comments as soon as possible. If not, it's ok to approve. Rebecca, please print this off, along with Kae's response, and place it with the package for Thor's signature so he knows it's approved. Thanks!

-----Original Message-----

From: Rebecca Miller  
Sent: Monday, May 15, 2006 9:35 AM  
To: Melissa Maiefski; Katherine Neustadt  
Subject: REVIEW final CE checklist SL484 Douglas RR depot CE checklist  
Importance: High

Okay, I have added all of the Existing Conditions and most of the blank check boxes back in. I added analysis for Construction related impacts because ADOT is not going to bid and administer and the CE needed to specify that the MUTCD manual is to be used. This is a glitch in using the CE checklist. We need to put this in for local projects that are not bid and administered by ADOT.

I also added in Utilities cause they are there and they are already stubbed in. Hope this meets with your approval.

Kae,  
Would you take a look at the changes and let me know as well.

Regards,  
Becca

-----Original Message-----

From: Melissa Maiefski  
Sent: Wednesday, May 10, 2006 3:21 PM  
To: Rebecca Miller; Katherine Neustadt  
Subject: RE: SL484 Douglas RR depot CE checklist

Hi Rebecca, my comment on existing conditions wasn't to remove the text you had, but to add the boilerplate table back in. The CE checklist format itself shouldn't be modified by cutting portions out that don't apply (other than the attached sheets at the back). Even if they don't apply the format should stay the same. Does that make sense? We can talk about this one tomorrow. Thanks!

-----Original Message-----

From: Rebecca Miller  
Sent: Tuesday, May 09, 2006 1:41 PM  
To: Katherine Neustadt; Melissa Maiefski  
Subject: RE: SL484 Douglas RR depot CE checklist

Hi Mel,  
I just faxed the final CE checklist. Let me know if you don't get it all. I also faxed my responses to your comments so you can have more information as to why I kept certain language.

Please check with Dee on the Existing Conditions section. To account for projects that are not on the roadway at all, we are allowed to enter other items instead of sidewalks, bike lanes, medians etc. None of those apply to this project. Let me know if we can go over this when I am down in Tucson this week. Thanks for the comments.

## Rebecca Miller

---

**From:** Katherine Neustadt  
**Sent:** Tuesday, May 16, 2006 7:52 AM  
**To:** Rebecca Miller; Melissa Maiefski  
**Subject:** RE: REVIEW final CE checklist SL484 Douglas RR depot CE checklist

Looks fine.  
Thanks,  
Kae

-----Original Message-----

From: Rebecca Miller  
Sent: Monday, May 15, 2006 9:35 AM  
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Subject: REVIEW final CE checklist SL484 Douglas RR depot CE checklist  
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